

AN ORDINANCE 2006 - 01 - 19 - 0092

AUTHORIZING THE EXECUTION OF A CONTRACT WITH THE ALAMO COMMUNITY COLLEGE DISTRICT IN THE AMOUNT OF \$129,870.00 FOR THE IMPLEMENTATION OF A TEXAS WORKFORCE COMMISSION SELF-SUFFICIENCY FUND WORKPLACE SKILLS TRAINING PROGRAM FOR THE PERIOD FEBRUARY 13, 2006 THROUGH AUGUST 10, 2007; AND ADOPTING A BUDGET AND PERSONNEL COMPLEMENT.

* * * * *

WHEREAS, the City of San Antonio submitted a proposal, along with the Alamo Community College District, to the Texas Workforce Commission in order to implement a Self-Sufficiency Fund program to support the workforce development needs of 150 TANF or Food Stamp recipients; and

WHEREAS, the Texas Workforce Commission awarded the Alamo Community College District a Self-Sufficiency Fund grant for workplace skills training; and

WHEREAS, the Alamo Community College District and the City of San Antonio desire to enter into a contract in the amount of \$129,870.00 for program oversight and case management to workplace skills training participants during the contract period February 13, 2006 through August 10, 2007; and

WHEREAS, it is now necessary to execute the contract with Alamo Community College District, adopt a budget, and adopt a personnel complement; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager, or her designee, or the Director of the Department of Community Initiatives, is authorized to execute a contract with the Alamo Community College District in the amount of \$129,870.00 for implementation of a Texas Workforce Commission Self Sufficiency Fund Workplace Skills Training Program for the period February 13, 2006 to August 10, 2007. A copy of said contract, in substantially final form, is attached hereto and incorporated herein for all purposes as Attachment I.

SECTION 2. Internal Order No. 138000000438, entitled "Texas Workforce Commission-Self Sufficiency Fund 2005-2008" is designated for use in accounting for said funds and the sum of \$129,870.00 is appropriated in said fund. General Ledger number 450220 entitled, "Contributions from other agencies" is hereby designated for accounting purposes. The budget and personnel complement, attached hereto and incorporated herein for all purposes as Attachment II and III, are adopted.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager, or her designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP internal orders and SAP GL Accounts as necessary to carry out the purpose of this Ordinance

SECTION 4. This ordinance shall become effective on and after January 29, 2006.

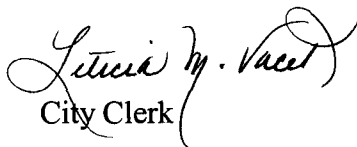
PASSED AND APPROVED this 19th day of January, 2006.



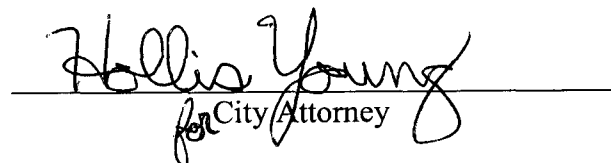
M A Y O R

PHIL HARDBERGER

ATTEST:


City Clerk

APPROVED AS TO FORM:


for City Attorney

AGREEMENT

ATTACHMENT I

BETWEEN

ALAMO COMMUNITY COLLEGE DISTRICT

AND

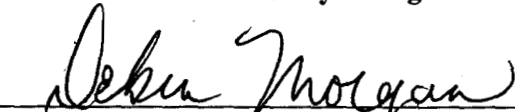
THE CITY OF SAN ANTONIO

Signature below constitutes acceptance of the terms and conditions set forth in this agreement.



Dr. Jacqueline Claunch, President, Northwest Vista College
of The Alamo Community College District

1/11/06
Date



Dr. Debra Morgan, Dean, Center for Workforce
and Community, Education, Northwest Vista College

1/11/06
Date

Dennis J Campa, Director Department of Community Initiatives Date
Of the City of San Antonio

TERMS AND CONDITIONS

I. GENERAL INTENT

1.1 This agreement is between The Alamo Community College District (ACCD) (hereafter referred to as Service Provider), and the City of San Antonio (hereafter referred to as Originator).

1.2 Building on the private/public partnership design of the Industry Specific Training demonstration programs developed in collaboration with ACCD's Northwest Vista College and the City of San Antonio's Department of Community Initiatives, a Self-Sufficiency Fund Grant proposal has been approved by the Texas Workforce Commission in the amount of \$438,698.00. Said grant proposal provides funding for Northwest Vista College to conduct Customer Service and Microsoft Office Specialist training for a total of 150 trainees over an 18 month period. The grant proposal is attached hereto and incorporated herein as Attachment I, and the budget for the proposal is attached hereto and incorporated herein as Attachment II.

II. TERM.

2.1 This Agreement commences on February 13, 2006 and ends on August 10, 2007 (hereinafter referred to as Term)

III. CONSIDERATION.

3.1 In consideration of Originator's performance of service under this agreement, Service Provider agrees to reimburse the Originator for fees related to participants graduation in an amount up to \$10,000.00, and reimburse Originator for project staff in an amount up to \$119,870.00.

3.2 Originator shall submit documentation of salaries for coordinator and caseworker along with an invoice each month for reimbursement from Service Provider.

3.3 Originator shall provide documentation, along with invoices, for all reimbursed items for the graduation ceremonies. Both parties agree that the grant cannot reimburse for food items.

3.4 Service Provider and Originator agree that reimbursement for eligible services and expenses under this agreement shall be made within thirty (30) days after the date on which Service Provider receives an invoice from Originator.

IV. DUTIES AND RESPONSIBILITIES.

4.1 Service Provider shall:

4.1.1 Act as administrator of the grant funds; and

4.1.2 Provide a trainer and training materials for training in customer service in the amount of 52 hours, and training in Microsoft Office Specialist in the amount of 108 hours in order to train 75 participants during each year of the Agreement, for a total of 150 participants over the Term of the Agreement; and

4.1.3 Provide all materials for training classes through grant funding; and

4.1.4 Enroll participants in Northwest Vista College continuing education programs; and

4.1.5 Provide certificates of completion for those participants completing 80% of the training, and provide participants who complete less than 80% with a certificate of participation; and

4.1.6 Reimburse the Originator for fees related to graduation ceremonies up to a total of \$10,000.00, with an understanding between Originator and Service Provider that Originator will provide documentation, along with invoices, for all reimbursed items, and that the grant cannot reimburse for food items; and

4.1.7 Reimburse Originator for a project coordinator, who will work half time, and a full time caseworker II in an amount up to \$119,870.00. Originator will provide documentation of the payroll amount with an invoice for payment; and

4.1.8 Provide funds for participants for assessments, rent and utility emergency funds, workplace clothing, vouchers for gas and/or bus, etc up to \$45,025.

4.2 Originator shall:

4.2.1 Provide a project coordinator, who will work half time, and provide a caseworker who will work full time. Originator will provide service provider with documentation of the payroll amount with an invoice for payment; and

4.2.2 Recruit qualified participants for enrollment in training classes, with each training class consisting of a minimum of 10 participants and a maximum of 16 participants. Originator and Service Provider understand and agree that qualified participants are those individuals that receive TANF or Food Stamp services; and

4.2.3 Require that participants must complete an NVC enrollment form the first day of class and on approval by the Service Provider by the 3rd class day in order to get continuing education credit from the college; and

4.2.4 Provide facilities for all training classes; and

4.2.5 Provide a training calendar for proposed start dates; and

4.2.6 Verify that qualified participants must be TANF or Food Stamp recipients by providing a copy of the Health and Human Services SAVERR form for each individual; and

4.2.7 Verify that qualified participants have graduated from high school, have received their GED equivalent, or are in the process of completing their GED equivalent by the end of the training program; and

- 4.2.8 Assess qualified participants using assessment tools, interviews, training aptitude, and career path assessments; and
- 4.2.9 Provide prerequisite training in basic computer technology and soft skills/job readiness; and
- 4.2.10 Verify that participants are employable through background checks and drug screenings; and
- 4.2.11 Place qualified participants in transitional jobs and also place qualified participants in permanent employment; and
- 4.2.12 Provide case management to all participants enrolled in the program; and
- 4.2.13 Track the progress of qualified participants on the job and notify Service Provider when a qualified participant has met the 30, 60 and 90 day marks. Originator shall further provide Service Provider with the qualified participant's name, date of employment, employer, job title, and beginning and ending wage. Inform the Service Provider of the need to distribute emergency funds for participants rent, utilities, transportation, etc.; and
- 4.2.14 Make referrals to other agencies and programs for supportive services such as: transportation, health care, rental, utility assistance, and food assistance; and
- 4.2.15 Provide the following resources and services through Originator's Community Family Resource and Learning Centers to qualified participants:
- (a) ABE/GED classes
 - (b) Life Skills/Family Planning
 - (c) Individual and group counseling
 - (d) Substance Abuse workshops
 - (e) Parenting and kinder readiness classes
 - (f) Financial Literacy workshops
 - (g) Enrollment in Individual Development Accounts
 - (h) Workplace readiness programs
 - (i) Transitional Jobs/Employment placement
 - (j) Support Groups and Peer to Peer Mentoring.

V. GENERAL PROVISIONS:

- 5.1 Any amendment to this agreement shall be made by mutual agreement in writing of the Service Provider and the Originator.
- 5.2 Service Provider and Originator shall each have the right to monitor the work performed under this agreement and to make recommendations to insure the successful and timely completion of the services.
- 5.3 Service Provider and Originator shall each have the right to terminate this Agreement for failure by the other party to perform in accordance with the terms outlined herein or in attachments or changes hereto. The party initiating termination shall be required to provide

the other party with ten calendar days written notice prior to the termination date. Payment by Service Provider to Originator for all services performed up to the date of termination under this Agreement shall be due and paid in full to Originator by the date of termination. Service Provider and Originator shall furthermore have the right to terminate this agreement without cause upon thirty calendar days written notice to the other party prior to the termination date.

- 5.4 Pursuant to Federal, State, and local governing regulations and policies, the Service Provider shall obtain and maintain, for each qualified applicant, the appropriate student information as specified in the registration process, including name, address, social security number, gender, age, race, and birth date. Service Provider shall maintain a record of daily attendance for each qualified applicant. Service Provider shall furthermore comply with all federal, state and local laws and regulations which pertain to educational institutions which receive federal and/or state funds and are obligated to release or restrict access to students' records in a manner established by these laws.
- 5.5 Service Provider and Originator understand and agree that the procedures to be followed by the Service Provider in compliance with all applicable laws, regulations and policies are set forth in the official Student Information Release Policy statement of Service Provider, which identifies in detail: 1) those records which are accessible to students and other authorized persons; 2) those records which are not accessible; 3) the specific office in which those records are maintained; 4) the primary person in charge of those records; and (5) the appeal procedure to be followed when questions regarding accessibility arise.
- 5.6 After the conclusion of the services provided pursuant to this Agreement, the Service Provider shall tabulate and record the appropriate data in order to acknowledge the participation and progress of all qualified participants. Certificates of Completion shall be awarded by Service Provider to those qualified applicants who successfully complete the training.
- 5.7 All of the work performed under this Contract shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City of San Antonio and County of Bexar.
- 5.8 For purposes of this Contract, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

Originator:
Dennis J. Campa, Director
Department of Community Initiatives
115 Plaza de Armas, Ste. 210
San Antonio, TX 78205

Service Provider:
Dr. Jacqueline Claunch, President
Northwest Vista College
3535 N. Ellison Drive
San Antonio, TX 78251

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

- 5.9 Service Provider and Originator agree that this Contract shall be governed by and construed in accordance with the laws of the State of Texas. Any action or proceeding brought to enforce the terms of this Contract or adjudicate any dispute arising out of this Contract shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.
- 5.10 Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.
- 5.11 The signer of this Contract for Contractor represents, warrants, assures and guarantees that he has full legal authority to execute this Contract on behalf of Service Provider or Originator and to bind said entity to all of the terms, conditions, provisions and obligations herein contained.

Customized Training Curriculum	CIP Codes	# of hours of training to be provided to each trainee	OR	# of instructor hours to be provided	# of Trainees
Building Customer Service Skills	15.0303			52	150
Microsoft Office Specialist (MOS) Certification	11.0301			108	75

Budget

Proposed budget including budget detail on how the cost was determined. The following are suggested budget categories, but costs are not limited to these:

Line Item Description	Amount
Tuition and Fees	
Building Customer Service Skills (150 trainees) \$541 / trainee	\$81,150
Microsoft Office Specialist Certification (75 trainees) \$942 / trainee	\$70,650
Total Tuition and Fees (18 months)	\$151,800
Books, Training Materials	
Classroom supplies, books, consumables (\$500 / person) \$75,000	
Total Books, Training Materials	\$75,000
Program Personnel	
Project Coordinator (1/2 time) \$2111.12 X 18 months \$38,000	
Caseworker II (full-time) \$3,216.45 X 18 months \$57,896	
Fringe for personnel @ 25% \$23,974	
Total Program Personnel	\$119,870
Total Direct Training-Related Costs	\$346,670
Support Services	
Provide supplementary support services such as assessments, transportation, emergency rent and utilities, work outfit, etc. \$45,025	
Total Support Services Costs	\$45,025
Total Administrative Costs @ 12%	\$47,003
Total	\$438,698

Texas Workforce Commission Self Sufficiency Fund
January 15, 2006 - January 14, 2008

G/L		BUDGET
	REVENUE:	
4502280	Alamo Area Community College District	\$129,870.00
	Total Revenue	<u><u>\$129,870.00</u></u>
	APPROPRIATION:	
	Internal Order 138000000438	
5101010	Regular Salaries	81,633.00
5103005	FICA	6,245.00
5103010	Life Insurance	122.00
5105010	TMRS	10,163.00
5201040	Fees to Professional Contractors	10,000.00
5203090	Transportation Fees	1,008.00
5302010	Office Supplies	2,000.00
5405040	Flex Benefits	18,699.00
	Total Appropriations	<u><u>\$129,870.00</u></u>

TEXAS WORKFORCE COMMISSION- SELF SUFFICIENCY FUND

January 15, 2006 - January 14, 2008

138000000438

PERSONNEL COMPLEMENT

POSITIONS	JOB CLASS	NO. OF POSITIONS
CASEWORKER II	0971	1
PROGRAM COORDINATOR	0915	1
TOTAL POSITIONS - 138000000438		2

**CITY OF SAN ANTONIO
DEPARTMENT OF COMMUNITY INITIATIVES
CITY COUNCIL AGENDA MEMORANDUM**

TO: Mayor and City Council

FROM: Dennis J. Campa, Director, Department of Community Initiatives

SUBJECT: Execution of a contract with the Alamo Community College District (ACCD) and authorization of related actions

DATE: January 19, 2006

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the execution of a contract between the Department of Community Initiatives (DCI) and the Alamo Community College District (ACCD) for the implementation of a Texas Workforce Commission (TWC) Self-Sufficiency Fund (SSF) training program for an eighteen-month period (February 13, 2006 through August 10, 2007), the acceptance of \$129,870 for program oversight and case management services and adopts a personnel complement and program budget.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

In collaboration with Alamo Community College District's Northwest Vista College and the City of San Antonio's Department of Community Initiatives, the Texas Workforce Commission approved a Self-Sufficiency Fund proposal in the amount of \$438,698. As the lead agency of the grant, ACCD will contract with the City of San Antonio's Department of Community Initiatives for \$129,870 for the implementation of the program.

DCI's workplace skills program and case management provide industry specific training in high growth and demand occupations. This funding will expand the DCI youth workplace skills program to 150 TANF or Food Stamp recipients over a two-year period. The target population of this program is young adults, ages 18-24, with dependent children. The services provide the catalyst for entry and mid-level employment opportunities through the private and public partnerships of the department. DCI will provide program oversight, recruitment and case management services to meet the participants educational and support service needs. A Program Coordinator and a Caseworker will be assigned to conduct program services. Northwest Vista will provide curriculum development and work skills training to program participants.

POLICY ANALYSIS

This ordinance is consistent with City practice of leveraging funds and outside resources to support workforce and youth development services. Funds received through this grant will

sustain DCI program efforts in the areas of workforce development and educational support to 150 young adult TANF or Food Stamp recipient population.

FISCAL IMPACT

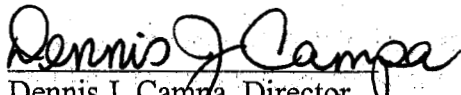
DCI will receive \$129,870 in grant funds through this award. The primary use of these funds will be allocated toward personnel expenses for direct services. This action requires no General Fund commitment.

COORDINATION

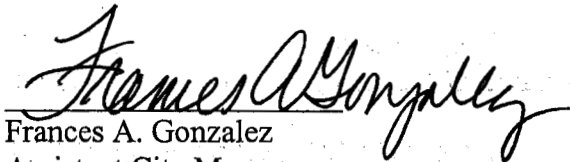
Coordination has occurred with the City Attorney's Office, Office of Management and Budget, the Finance Department, Alamo Community College District and North West Vista College.

SUPPLEMENTARY COMMENTS

Provisions of the City Ethics Ordinance do not apply.



Dennis J. Campa, Director
Department of Community Initiatives



Frances A. Gonzalez
Assistant City Manager

Sheryl Sculley
City Manager

DO NOT TYPE IN THIS SPACE		CITY OF SAN ANTONIO			
Approval		Request For Ordinance/Resolution		Consent <input type="checkbox"/> Individual <input type="checkbox"/> Item No. _____ Ord. No. _____	
Finance	Budget				
Legal Karmen Binka 207-8881	Coordinator				
Date: January 19, 2006		Department: Department of Community Initiatives		Contact Person/Phone #: Dennis J. Campa, Director/ 207-7111	
Date Council Consideration Requested: January 19, 2006		Deadline for Action: January 19, 2006		Dept. Head Signature	
SUMMARY OF ORDINANCE					
<p>An ordinance authorizing the execution of a contract with the Alamo Community College District in the amount of \$129,870.00 for the implementation of a Texas Workforce Commission Self-Sufficiency Fund Workplace Skills Training Program for the period February 13, 2006 through August 10, 2007; and adopting a budget and personnel complement.</p> <p>Staff recommends approval of this ordinance.</p> <p style="text-align: center;">Council Memorandum Must be Attached To Original</p>					
Other Depts., Boards, Committees Involved (please specify): City Attorney's Office, the Office of Management and Budget, the Finance Department, Alamo Community College District, and North West Vista College.					
Contract signed by other party Yes <input type="checkbox"/> No <input type="checkbox"/>					
FISCAL DATA (If Applicable)					
Amount Expended					
Fund	26012000	SAP GL Account	Various	Funds/Staffing Budgeted	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
*Cost Center				Positions Currently Authorized	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
*Internal Order No. 138000000438 *WBS (Capital Proj.) *(Fill out only the field that is appropriate to your council action.)				Impact on future O & M	N/A
Comments: Consent Agenda				If positions added, specify Class and Job No. Program Coordinator -0915 Caseworker -0971	
				Please submit 3 copies with your original	